
Montgomery County Department
of Environmental Protection
255 Rockville Pike, Suite 120
Rockville, MD 20850

**GRANT OF
TEMPORARY GRADING EASEMENT**

Parcel ID # _____

TO

**Montgomery County,
Maryland**

THIS GRANT OF TEMPORARY GRADING EASEMENT (the "Easement"), made this _____ day of _____, 2015, by and between **OWNER(s)**, their heirs, successors, and assigns (the "Grantors") and MONTGOMERY COUNTY, MARYLAND, its successors and assigns (the "County").

WITNESSETH: That in consideration of the sum of One Dollar (\$1.00) paid by the County, the receipt and sufficiency of which is hereby acknowledged, the Grantors do hereby grant and convey to the County, a temporary seven (7) years grading easement, said easement being more particularly described in **EXHIBIT A** and depicted in **EXHIBIT B**, both of which are attached hereto and made part hereof.

TO HAVE AND TO HOLD said easement together with the rights and privileges pertinent to their proper use and benefits for a period of seven (7) years by the County.

AND the Grantors covenant and agree with the County as follows:

FIRST: That the County shall for a period of seven (7) years have a right to enter the area designated in **EXHIBIT B** as the Easement Area for the purpose of installing, constructing, reconstructing, modifying, altering, maintaining, repairing, and inspecting the re-grading and stabilization activities within said Easement Area, both of which are incorporated herein by reference and made a part of this Easement; the right of entry to be within the lines herein designated and along such other lines as the Grantors may designate;

SECOND: That the Grantors will warrant specially said Easement, and shall execute such further assurances thereof as may be requisite;

THIRD: That this Easement shall be governed and construed in accordance with the laws of the State of Maryland and the laws of Montgomery County, Maryland;

FOURTH: The County will indemnify and save the Grantors harmless from any and all claims for direct damages to persons or property caused by an act or omission of the County during the performance of any work under this Easement. The County's liability shall be subject to and limited by the provisions, notice requirements, and maximum amounts established in the Maryland Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. § 5-301 et seq., as amended. The County's obligations hereunder are subject to and contingent upon the Grantors providing the County with notice of any and all claims upon which the Grantors will rely for indemnification. The Grantor's failure to provide timely notice of any claim shall cause this indemnification to be void and of no further force or effect as to the event for which the Grantors seek protection under the indemnification; and

FIFTH: This Easement shall expire by its own terms seven (7) year from the date of execution.

WITNESS: Its hand and seal the day and year first hereinabove written.

GRANTORS

Witness

Printed Name

Signature

, Owner

Witness

Printed Name

Signature

, Owner

MONTGOMERY COUNTY, MARYLAND

Witness

Printed Name

By:_____
Signature

Ramona Bell-Pearson,
Assistant Chief Administrative Officer

(Jurats follow)

COUNTY OF

I hereby certify that on this _____ day of _____, 2014, before the subscriber, a Notary Public of the State of _____, and for the County of _____, personally appeared ELAINE T. SAIZ and JOSE SAIZ, known to me (or satisfactorily proven) to be the person(s) described in the foregoing instrument, who did acknowledge that (he) (she) (they), having been properly authorized, executed the same in the capacity therein stated and for the purposes therein contained.

IN TESTIMONY WHEREOF, I have affixed my official seal.

My Commission Expires _____

NOTARY PUBLIC

STATE OF
COUNTY OF

: ss

I hereby certify that on this _____ day of _____, 2014, before the subscriber, a Notary Public of the State of _____, and for the County of _____, personally appeared Ramona Bell-Pearson, Assistant Chief Administrative Officer, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, who did acknowledge that she, having been properly authorized, executed the same on behalf of Montgomery County, Maryland in the capacity therein stated and for the purposes therein contained.

IN TESTIMONY WHEREOF, I have affixed my hand and official seal.

NOTARY PUBLIC

My Commission Expires _____

Certificate

I hereby certify that I am an attorney duly admitted to practice before the Court of Appeals of Maryland and that the within instrument was prepared under my supervision.

ASSISTANT COUNTY ATTORNEY

Prepared without benefit of a boundary survey or title report

TAX IDENTIFICATION NUMBER:

RECORD LEGAL DESCRIPTION

Lot Block
Plat Number

GRANTOR:

GRANTEE:

Montgomery County, Maryland
101 Monroe Street
Rockville, Maryland 20850